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POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

[X] Practitioners associated with the Customer Number: 0025943

OR

[] Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

[X] The address associated with Customer Number: 0025943

OR

[] Firm or Individual Name			
Address			
City		State	Zip
Country			
Telephone		Email	

Assignee Name and Address:

Lonecraft Limited, LLC
2711 Centerville Road, Suite 400
Wilmington, DE 19808

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	6/15/06
Name	Bryan Burpee	Telephone	
Title	Authorized Person		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Lonecraft Limited, LLC

Application No./Patent No.: 09/855,819 Filed/Issue Date: May 14, 2001

Entitled: MOBILE WIRELESS INTERNET PORTABLE RADIO

Lonecraft Limited, LLC, a limited liability company
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. [X] the assignee of the entire right, title, and interest; or

2. [] an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Donald Robert Martin Boys To: Central Coast Patent Agency Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 0140580, Frame 0107, or for which a copy thereof is attached.

2. From: Central Coast Patent Agency Inc. To: SoundStarts, Inc. et al.
The document was recorded in the United States Patent and Trademark Office at
Reel 017007, Frame 0722, or for which a copy thereof is attached.

3. From: SoundStarts, Inc. To: Lonecraft Limited, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[X] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature	6/5/06 Date
Bryan Burpee Printed or Typed Name	Telephone Number
Authorized Person Title	

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Exhibit B

ASSIGNMENT OF PATENT RIGHTS SOUNDSTARTS, INC.

For good and valuable consideration, the receipt of which is hereby acknowledged, SoundStarts, Inc, a California corporation, with an office at 380 Carpenteria Road, Aromas, CA, 95004 ("*Assignor*"), does hereby sell, assign, transfer and convey unto Lonecraft Limited, LLC, a Delaware limited liability company, with a registered agent address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("*Assignee*"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "*Patent Rights*"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

(i) damages,
(ii) injunctive relief and
(iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing.

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
(652) 6314094	US	10/29/1998	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*

PAGE 5/13 * RCVD AT 6/15/2006 6:37:49 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/18 * DNIS:2738300 * CSID:2062920460 * DURATION (mm-ss):04-22

Exhibit B

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
(684) PCT/US99/25525	PCT	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1333) 99971619.4	EP	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1334) 741988	Australia	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1335) 2,348,573	Canada	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1336) 2000-580395	Japan	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1338) 09/855,819	US	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1341) 09/906,631	US	7/16/2001	Practicing IP telephony from an Internet-Capable Radio *Donald Robert Martin Boys*
(1375) 758163	Australia	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1414) PCT/US02/22639	PCT	7/15/2002	Practicing IP telephony from an Internet-Capable Radio *Donald Robert Martin Boys*
(1491) 02747040.0	EP	7/15/2002	Practicing IP telephony from an Internet-Capable Radio *Donald Robert Martin Boys*
(1491H) 04103212.2	Hong Kong	7/15/2002	Practicing IP telephony from

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Exhibit B

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
			an Internet-Capable Radio *Donald Robert Martin Boys*
(1998) 11/182,458	US	7/15/2005	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1999) 11/182,457	US	7/15/2005	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns 50% of the right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and

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Exhibit B

conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assigument of Patent Rights is executed at Watsonville CA on 12/13/05.

ASSIGNOR

By: Mark A Boys

Name: MARK A. BOYS

Title: Pres + CEO SOUND STRATA'S, INC

(Signature MUST be notarized)

STATE OF California)
COUNTY OF Santa Cruz) ss.

On Dec 13 2005, before me, Sylvia Valdez,

Notary Public in and for said State, personally appeared MARK A. BOYS, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS ~~my hand and official seal~~.

Signature Sylvia Valdez (Seal)

(Seal)

SYLVIA VALDEZ
Commission # 1468075
Notary Public - California
Santa Cruz County
My Comm. Expires Feb 3, 2008

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STATEMENT UNDER 37 CFR 3.73(b)

Supplemental Sheet 1

Applicant/Patent Owner: Lonecraft Limited, LLC

Application No. / Patent No.: 09/855,819 Filed/Issue Date: May 14, 2001

Entitled: MOBILE WIRELESS INTERNET PORTABLE RADIO

4. From: Donald Robert Martin Boys To: Lonecraft Limited, LLC

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

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ASSIGNMENT OF PATENT RIGHTS DRMB

For good and valuable consideration, the receipt of which is hereby acknowledged, I, Donald Robert Martin Boys , an individual inventor, residing at 22173 Carlie Drive, Bella Vista, CA., 95004 (*"Assignor"*), does hereby sell, assign, transfer and convey unto Lonecraft Limited, LLC, a Delaware limited liability company, with a registered agent address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (*"Assignee"*), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the *"Patent Rights"*): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to.

(i) damages,
(ii) injunctive relief and
(iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing.

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
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(1336) 2000-580395	Japan	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
(1338) 09/855,819	US	10/29/1999	Mobile Wireless Internet Portable Radio *Donald Robert Martin Boys*
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(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns 50% of the right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and

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Exhibit B

conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 10:20 AM on 12-07-05.

ASSIGNOR

By: Donald Robert Martin Boys

Name: Donald Robert Martin Boys

Title: Independant Inventor

(Signature MUST be notarized)

STATE OF Calif)
) ss.
COUNTY OF Shasta)

On 12/07/05, before me, M. Darlyne Nachtman,

Notary Public in and for said State, personally appeared Donald Robert Martin Boys ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Darlyne Nachtman (Seal)

(Seal)

M. DARLYNE NACHTMAN
COMM. #1453136
NOTARY PUBLIC - CALIFORNIA
SHASTA COUNTY
MY COMM. EXP. NOV. 24, 2007

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